

ACCESS ROAD EASEMENT AGREEMENT

THIS INDENTURE, made as of this day of **July, 2025** between **The Caster Housing Family Trust** a land owner with property located at 9 Flower Lane located within the Village of Marcellus, Town of Marcellus, County of Onondaga and State of New York hereinafter referred to as "**Grantor**" and **Village of Marcellus**, a municipal corporation with offices at 6 Slocombe Avenue, Marcellus New York 13108, hereinafter referred to as "**Grantee**".

RECITALS

The Grantor is the owner of real property at 9 Flower Lane, in the Village of Marcellus, Town of Marcellus, County of Onondaga and State of New York as described in a deed recorded in the Onondaga County Clerk's Office on April 8, 2005 in Book of Deeds 4879 at Page 472 ("**Property**") identified as Onondaga County Tax Map No. 006.-03-08.0 ("**Property**"), situate in the Village of Marcellus, Town of Marcellus, County of Onondaga, State of New York .Grantor has agreed with the Grantee to transfer a certain portion of the Property to the Grantee an area referred to as the "**Transfer Area**" identified on a survey map attached hereto as Exhibit "A" in accordance a Settlement Agreement dated February 24, 2025 ("**Settlement Agreement**") between the Grantor and Grantee to be filed in the Onondaga County Clerk's Office with this Access Road Easement.

Within the Transfer Area there are certain stormwater drainage facilities, including but not limited to, a 15" subsurface stormwater drainage pipe ("**Drainage Pipe**") and a approximate 4' deep forebay ("**Forebay**") located within a retainage basin of the Transfer Area, commonly referred to as "Coon's Pond", which collects stormwater runoff from the Drainage Pipe and Forebay. Under the terms of the Settlement Agreement the Grantee will acquire title to the Transfer Area and have responsibility of maintaining and repairing the Drainage Pipe, Forebay and entire Transfer Area.

It is therefore the desire of the Grantee by this Agreement to acquire from Grantor a non-exclusive perpetual access road easement from said Flower Lane to the Transfer Area by way of a permanent right of way and easement ("**Access Road Easement**") on, over, in, under and across the Property of the Grantor, which Access Road Easement described and set forth herein on a Survey Map attached hereto as Exhibit B ("**Easement Survey Map**") and consistent with the legal description attached hereto as Exhibit C ("**Access Road Easement Legal Description**") subject to the terms and conditions set forth herein.

NOW, THEREFORE, subject to the terms and conditions set forth below the parties agree as follows:

1. Access Road Easement

Grantor hereby grants to Grantee for the benefit of Grantee a non-exclusive perpetual, access road easement as described on Exhibits B and C attached hereto for vehicular traffic and pedestrian ingress and egress, upon, over and across the Property between said Flower Lane and the Transfer Area for Grantee's maintaining and repairing the Drainage Pipe, Forebay and entire Transfer Area.

2. Notice of Entry by Grantee

The Grantee shall cause at least 48 hours telephone notice to be given to Grantor prior to the Grantee entering the Property for any reason for the purpose of maintaining and repairing the Transfer Area, Drainage Pipe, Forebay and related stormwater drainage facilities located within the Transfer Area.

3. Maintenance and Repair

Grantee shall be responsible for maintaining the Access Road Easement before and after any entry by Grantee on the Property. After any entry of the Grantee on the Access Road Easement, Grantee shall cause grass or lawn or landscaped area disturbed or damaged by its entry to be restored to its original condition prior to Grantee's entry at Grantee's cost and expense. Any damage to Grantor's' house, garage, driveway, sidewalks or fences as a result of any entry to the Property shall also be repaired by Grantee at Grantee's cost and expense.

4. Indemnification

Grantee shall defend, with competent counsel, indemnify and hold Grantor and any of Grantor's successors and/or assigns harmless from and against any and all claims, actions, court costs and disbursement which may arise out of, in connection with, or result from the exercise by Grantee of its rights under this Access Road Agreement.

5. Insurance

Grantee shall list Grantor as an additional insured on Grantee's general liability insurance Policy and shall provide proof of general liability; said insurance shall cover damage to property, bodily injury, personal injury, death arising out of or in connection with the Grantee's rights under this Access Road Easement, provided the damage, injury o death is not the direct cause by the negligence of Grantor.

6. Grantee's Authority

Grantee represents and warrants that it has the requisite power and authority to maintain and repair the Transfer Area, the Drainage Pipe, the Forebay and perform all other obligations of Grantee contemplated under this Access Road Easement all of which constitute binding obligations of the Grantee.

7. Warranty of Title to the Property

The Grantor warrants title to the Property and the covenants set forth herein shall not be personal, but deemed to run with the land of the Property and be binding on the parties hereto their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this indenture to be signed as of the day and year first above written.

THE CASTER FAMILY HOUSING TRUST

By _____
ANDREW M. CASTER, TRUSTEE

VILLAGE OF MARCELLUS

By _____
CHAD A. CLARK, MAYOR

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:.

On the ____ day of _____, 2025, before me, Andrew M. Caster personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

DRAFT

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:.

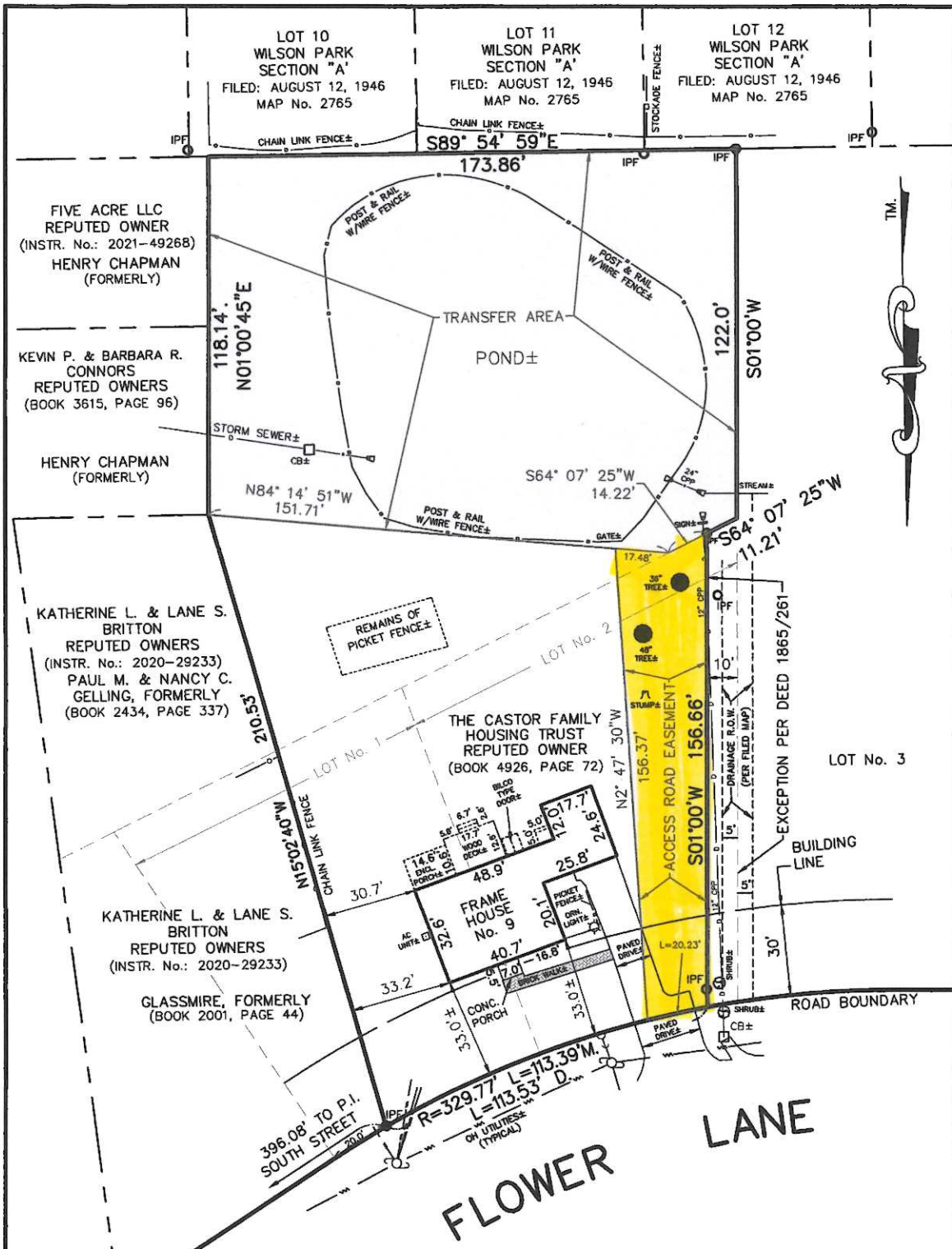
On the ____ day of _____, 2025, before me, Chad A. Clark personally appeared the Mayor of the Village of Marcellus, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me the he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

DRAFT

Notary Public

EXHIBIT A
SURVEY MAP OF TRANSFER AREA

EXHIBIT B
SURVEY MAP OF ACCESS ROAD EASEMENT



NOTE: HOUSE MEASUREMENTS TAKEN ON SIDING.

○ IPF indicates iron pipe and/or pin found 02/2005.

Subject to any statement of facts on accurate and up to date abstract of title will show.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

\\RSERVER\Civil 3D Projects\ONONDAGA COUNTY\TRACTS\BROOKVALE MANOR\dwg\p_d LOTS 1,2_ADL LAND.dwg

RECERTIFIED: APRIL 16, 2025; REFERENCE: 13729.001; FB #1706.

REVISED: MARCH 13, 2024 - EXCEPTION PAGE.

REVISED: MARCH 12, 2005.

RECERTIFIED: FEBRUARY 9, 2005; REFERENCE: 10919; FB #1123.

TRACT MAP	
BY:	H.W.-EVANS, L.S.
DATE FILED:	OCTOBER 29, 1954
MAP NO.	3865
PROPERTY CORNERS NOT SET THIS SURVEY, UNLESS SHOWN. OFFSETS FROM PROPERTY LINES MEASURED TO SIDING WALLS, UNLESS OTHERWISE INDICATED.	
TO:	
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY.	
N.Y.S. LICENSED LAND SURVEYOR	

PART OF LOT Nos. 1 & 2
BROOKVALE MANOR
 & ADDITIONAL LANDS
 PART OF LOT No. 24
 TOWN OF MARCELLUS
 ONONDAGA COUNTY, NEW YORK



IANUZI & ROMANS
LAND SURVEYING, P.C.
 5251 WITZ DRIVE, NORTH SYRACUSE, NY, 13212
 PHONE: (315) 457-7200; FAX: (315) 457-9251
 EMAIL: mail@romanspc.com

DATE: JULY 30, 2003

SCALE: 1" = 40'

FILE: 506.101

FB: 1123

EXHIBIT C
ACCESS ROAD LEGAL DESCRIPTION

506.101
PR
6-18-2025
REV. 7-2-2025
REV. 7-7-2025

LANDS TO BE CONVEYED
TO
THE VILLAGE OF MARCELLUS
PART OF LOT No. 24
TOWN OF MARCELLUS

All that tract or parcel of land situate in the Town of Marcellus, County of Onondaga and State of New York, being part of Lot No. 24 in said Town, being part of lands conveyed to The Caster Family Housing Trust by deed recorded in the Onondaga County Clerk's Office in Book 4926 of Deeds at page 72, bounded and described as follows:

Commencing at a point in the southerly boundary of Flower Lane at its intersection with said easterly boundary of lands conveyed to The Caster Family Housing Trust; thence $S15^{\circ} 02' 40''E$ along said easterly boundary of lands conveyed to The Caster Family Housing Trust, a distance of 210.53 feet to its intersection with the westerly boundary of lands conveyed to Kevin P. & Barbara R. Conners by deed recorded in the Onondaga County Clerk's Office in Book 3615 of Deeds at page 96, said point being the actual point of beginning; running thence $S1^{\circ} 00' 45''W$ along said westerly boundary of lands conveyed to Kevin P. & Barbara R. Conners and along the westerly boundary of lands conveyed to Five Acre LLC by deed recorded in the Onondaga County Clerk's Office as Instrument No. 2021-49268, respectively, a distance of 118.14 feet to the northerly tract boundary of Wilson Park Section "A" as shown on a map of said tract filed in the Onondaga County Clerk's Office August 12, 1946 as Map No. 2765; thence $N89^{\circ} 54' 59''W$ along said northerly boundary of Wilson Park Section "A", a distance of 173.86 feet to the easterly boundary of lands conveyed to Dwight & Michelle Widger by deed recorded in the Onondaga County Clerk's Office as Instrument No. 2022-33639; thence $N1^{\circ} 00'E$ along said easterly boundary of lands conveyed to Dwight & Michelle Widger, a distance of 122.0 feet to an angle point therein; thence $N64^{\circ} 07' 25''E$ continuing along said easterly boundary of lands conveyed to Dwight & Michelle Widger and through said lands conveyed to The Caster Family Housing Trust, a distance of 25.43 feet to a point; thence $S84^{\circ} 14' 51''E$ continuing through said lands conveyed to The Caster Family Housing Trust, a distance of 151.71 feet to the point of beginning.

Subject to any easements or restrictions of record.